

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

Caption in compliance with D.N.J. LBR 9004-2(c)

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In Re:

**THERON CROMER
and MECHELA N. BAILEY**

Debtors



Order Filed on August 24, 2017
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Case No.: 16-31373-MBK

Judge: Michael B. Kaplan

**ORDER SUBMITTED UNDER 7-DAY RULE
MODIFYING STAY AS TO MOTOR VEHICLE
2014 TOYOTA CAMRY**

The relief set forth on the following pages, number two (2) through four (4) is hereby
ORDERED.

DATED: August 24, 2017


Honorable Michael B. Kaplan
United States Bankruptcy Judge

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Debtors: Theron Cromer and Michela N. Bailey
Case No.: 16-31373-MBK
Caption of Order: Consent Order Modifying Stay as To Personal Property

1. The 11 U.S.C. § 362(a) Stay as to Capital One Auto Finance, a Division of Capital One N.A., its successors and/or assigns (“Movant”), with respect to the personal property of the Debtors described as a 2014 Toyota Camry Sedan 4D SE V6, V.I.N. 4T1BK1FK9EU539665, in accordance with the agreement of the Debtors and Movant, is hereby modified and shall remain in effect PROVIDED THAT Debtors comply with the following terms and conditions:

(a) Debtors are current on all payments owed to Movant as of June 22, 2017; and

(b) Debtors will resume making all future regular monthly installment payments of \$478.33 (subject to changes for taxes, insurance costs and late fees, if any) beginning on July 16, 2017; Debtors will timely make each payment in accordance with the terms and conditions of the lease document between Debtors and Movant.

2. Debtors will remain current on all payments ripe, due and owing under the terms of the Chapter 13 Plan. Debtors will pay Movant as an administrative expense through the Chapter 13 Plan the sum of \$531.00 for attorney’s fees and costs.

3. The term “payment” as set forth in Paragraph 1, supra, does not include a check that is returned due to insufficient funds, account closed, or is otherwise not capable of negotiation for any other reason.

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Debtors: Theron Cromer and Michela N. Bailey
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4. Debtors will be in default under the Consent Order in the event that Debtors fail to comply with the payment terms and conditions set forth in Paragraph 1, *supra*. If Debtors fail to cure the default within thirty (30) days from the date of default, Movant may apply on five days' notice to counsel for Debtors and the Chapter 13 Trustee for an order lifting the automatic stay imposed under 11 U.S.C. § 362(a) and permitting Movant to exercise any rights under the lease documents with respect to the motor vehicle including, but not limited to, initiating and completing a foreclosure sale of the motor vehicle without regard to any future conversion of this matter to a different form of bankruptcy.

5. In the event Debtors convert to a bankruptcy under any Chapter other than Chapter 13 of the Bankruptcy Code, then Debtors shall pay all pre-petition arrears and post-petition arrears due and owing within fifteen (15) days from the date the case is converted from Chapter 13 to any other Chapter. If Debtors fail to make payments in accordance with this paragraph, then Movant, through counsel, may file a Certification of Default setting forth said failure and Movant shall be granted immediate relief from the automatic stay provisions of Sections 362 of the Bankruptcy Code (11 U.S.C. § 362) and the Movant is then permitted to exercise any rights under the lease documents with respect to the motor vehicle including, but not limited to, initiating and completing a foreclosure sale of the motor vehicle.

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Debtors: Theron Cromer and Michela N. Bailey

Case No.: 16-31373-MBK

Caption of Order: Consent Order Modifying Stay as To Personal Property

6. Debtors may default and cure the default under the Consent Order one (1) time. If Debtors default a second (2nd) time, Movant may serve a notice of default in accordance with

Paragraphs 4, *supra*, but Debtors will not be granted an opportunity to cure the default.

7. The failure of Movant to issue a notice of default will not be construed or act as a waiver of any of the rights of Movant under the Consent Order.

8. Debtors waive the fourteen (14) day stay provided under Rule 4001(a)(3), F.R.B.P.

Certificate of Notice Page 5 of 5
United States Bankruptcy Court
District of New Jersey

In re:
Theron Cromer
Mechela N. Bailey
Debtors

Case No. 16-31373-MBK
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-3

User: admin
Form ID: pdf903

Page 1 of 1
Total Noticed: 1

Date Rcvd: Aug 24, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 26, 2017.
db/jdb +Theron Cromer, Mechela N. Bailey, 34 Cobblers Circle, Franklin Park, NJ 08823-1786

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 26, 2017

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 24, 2017 at the address(es) listed below:

Albert Russo docs@russotrustee.com
Denise E. Carlon on behalf of Creditor Toyota Motor Credit Corporation
dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com
James Patrick Shay on behalf of Creditor HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR
ACE SECURITIES CORP. HOME EQUITY LOAN TRUST, SERIES 2004-HE3, ASSET-BACKED PASS THROUGH
CERTIFICATES james.shay@phelanhallinan.com
Jason Brett Schwartz on behalf of Creditor Capital One Auto Finance
jschwartz@mesterschwartz.com
Jill Manzo on behalf of Creditor SELECT PORTFOLIO SERVICING, INC., as servicer for THE BANK
OF NEW YORK MELLON TRUST COMPANY, N.A. F/K/A THE BANK OF NEW YORK TRUST COMPANY, N.A., AS
TRUSTEE, IN TRUST FOR AND FOR THE BENEFIT OF THE CE bankruptcy@feinsuch.com
Justin M Gillman on behalf of Debtor Theron Cromer abgillman@optonline.net,
r47252@notify.bestcase.com
Justin M Gillman on behalf of Joint Debtor Mechela N. Bailey abgillman@optonline.net,
r47252@notify.bestcase.com
Marlena S. Diaz-Cobo on behalf of Creditor Ten Mile Run Homeowners Association, Inc.
mdiaz-Cobo@theassociationlawyers.com
Nicholas V. Rogers on behalf of Creditor WELLS FARGO BANK, N.A. D/B/A AMERICA'S SERVICING
COMPANY AS SERVICING AGENT FOR HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE et.al.
nj.bkecf@fedphe.com
Nicholas V. Rogers on behalf of Creditor HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR
ACE SECURITIES CORP. HOME EQUITY LOAN TRUST, SERIES 2004-HE3, ASSET-BACKED PASS THROUGH
CERTIFICATES nj.bkecf@fedphe.com

TOTAL: 10